

CITY OF NEWTON
PURCHASING DEPARTMENT
CONTRACT FOR SENIOR SERVICES

PROJECT MANUAL:
SENIOR TRANSPORTATION SERVICES
INVITATION FOR BID #15-76

Pre-Bid Meeting: April 2, 2015 at 10:00 a.m.

Bid Opening Date: April 9, 2015 at 10:00 a.m.

MARCH 2015
Setti D. Warren, Mayor

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #15-76

The City of Newton invites sealed bids from Contractors for:

SENIOR TRANSPORTATION SERVICES

Pre-bid will be held at: ***10:00 a.m., Thursday, April 2, 2015 located at 345 Walnut Street, Newtonville**

Bids will be received until: ***10:00 a.m., Thursday, April 9, 2015**

at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available for pickup at the Purchasing Department or on line at the City's website: www.newtonma.gov/bids after 10:00 a.m. March 26, 2015. There will be no charge for contract documents.

All bids shall be submitted as one ORIGINAL and one COPY.

No bid surety is required.

The term of this contract **shall extend from July 1, 2015 through June 30, 2016**. The City, at its sole discretion, shall have the option to extend this contract for (2) additional 1 year terms, with no change to the contract cost and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding.

All bids are subject to the provisions of M.G.L. Chapter 30B. Award will be made to the bidders with the lowest TOTAL contract price for each category of services (#1 through #9 in section C of the Bid Form at pp. 6-7 below), including any/all accepted alternates, that is deemed responsive and responsible.

The successful bidders will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Performance Bond in the amount of 50% of the contract total**.

Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, which is hereby incorporated into the Contract Documents.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, email purchasing@newtonma.gov or fax Purchasing at 617-796-1227 with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Nicholas Read
Chief Procurement Officer
March 26, 2015

****PLEASE NOTE: Dates have changed from what was originally advertised.***

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
 2. The Bidder is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, April 3, 2015 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #15-76**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on "Bid Form #15-76" furnished by the City below.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid, shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR: **#15-76**
 - * NAME OF PROJECT: **Senior Transportation Services**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one **original** and one **copy**.
- 4.8 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts Public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices for items set forth in the Bid Form, attached hereto. It is the City's intent to award one (1) contract to the responsive and responsible bidder offering their lowest Annual Total. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM- Bid #15-76

- A. The undersigned proposes to supply and deliver the materials and/or equipment and/or supplies specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

SENIOR TRANSPORTATION SERVICES

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____.

- C. The proposed contract price is as follows:

A "ride" is defined as a one way trip, for one person, to one location.

- | | | |
|----|---|---------------|
| 1. | Inside Newton Medical Transportation (including mental health appointments)
Standard Vehicle | Annual Totals |
| | \$ _____ / per ride X 9,000* rides = | \$ _____ |
| 2. | Pre-determined Outside Newton City Lines - Medical rides (including Adult Day Health) | |
| | \$ _____ / per ride X 2,500 rides = | \$ _____ |
| 3. | Grocery Store Service (including farmer's markets and food pantries)
Standard Vehicle | |
| | \$ _____ / per ride X 2,600 rides = | \$ _____ |
| 4. | Senior Center Service
Standard Vehicle | |
| | \$ _____ / per ride X 6,000 rides = | \$ _____ |
| 5. | Long-Term Care/Hospital Visits | |
| | \$ _____ / per ride X 200 rides = | \$ _____ |
| 6. | House of Worship | |
| | \$ _____ / per ride X 2,000 rides = | \$ _____ |
| 7. | Handicap Accessible Vehicle | |
| | \$ _____ / per ride X 350 rides = | \$ _____ |

8. City of Newton owned buildings and sponsored events

\$ _____/per ride X 1,000 rides \$ _____

9. Village Centers and other business centers in the City of Newton (other business centers includes but is not limited to Needham St)

\$ _____/per ride X 1,500 rides \$ _____

Annual Total

\$ _____

COMPANY: _____

* The number of rides specified above are the City's best estimate based on past experience. Fewer or more rides may actually be required. Regardless of the number of rides requested, the unit price for each ride type shall be the price stated above for that type of ride.

D. The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 3 pages
- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ IRS W-9 Form, 1 page
- ☐ Vehicle listings for use in this contract including: make, model, year and condition.

E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____ Days

Prompt Payment Discount _____% _____ Days

Prompt Payment Discount _____% _____ Days

F. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other

applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone & FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

City of Newton



Mayor
Setti D. Warren

Purchasing Department
Nicholas Read @ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #15-76

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____(Name)
_____(Company)
_____(Address)
_____(Address)
PHONE _____ FAX _____
EMAIL _____

_____.Signature

_____.Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☒ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive minor informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City, as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work Order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Contractor shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). The bid surety covers the City for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law, the City will retain all bid deposits for withdrawn bids.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
13. The Contractor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment

and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. **INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000 each occurrence \$500,000 aggregate

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD
RESULT IN THE CANCELLATION OF YOUR CONTRACT.**

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY – CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Fifteen and by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Chief Procurement Officer, but without personal liability to him (hereafter the "City"), and

hereinafter referred to as the CONTRACTOR.

WHEREAS, the City of Newton Department of Senior Services requires the services of a contractor to provide transportation for senior citizens to and from: scheduled medical appointments, grocery stores, the Senior Center, and to designated Adult Day Health Facility sites within two (2) driving miles of city boundaries, *Houses of Worship, Long-Term Care Facilities, Newton Library, Newton City Hall and other special events* and has sought bids therefor; and

WHEREAS, _____ has submitted a responsive bid to provide such services;

SENIOR TRANSPORTATION SERVICES

NOW THEREFORE, the parties agree as follows:

1. Incorporated of Attached Documents

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

-----City of Newton's Invitation for Bid No. #15-76 need to change, issued by Nicholas Read, Chief Procurement Officer, and including the Bid Form and Specifications;

-----Bid of _____, dated _____ and signed by _____, President.

2. Scope of Work

The purpose of this Agreement is to provide service for the City of Newton in accordance with specifications, terms and conditions of Invitation to need to change and the Contractor's response thereto.

3. Term of Agreement

The term of this Agreement **shall extend from July 1, 2015 through June 30, 2016**. The City shall have the option, at its sole discretion, to renew the contract for **two (2) additional one year terms**, with no change to the contract cost and terms and conditions. It is understood that in the event the term of this contract or any renewal option exercised extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

4. Payment Procedures

Contractor shall submit an invoice at the end of each calendar month during the contract term for the services provided during that month. Invoices must be submitted in accordance with the terms stated in the Specifications in the section entitled "Charges for the Service" and at the rates stated by the Contractor on its Bid Form.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

6. Non-assignability

Neither party may assign this Agreement, in whole or in part, without the written consent of the other party.

CONTRACTOR

By _____

Print Name _____

Title _____

Date _____

Affix Corporate Seal Here

City funds are available in the
following account numbers:

0150202-5383 -

13D502B-5383 -

I further certify that the Mayor, or his designee,
is authorized to execute contracts and approve
change orders.

By _____

Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____

Chief Procurement Officer

Date _____

By _____

Director of Senior Services

Date _____

Approved as to Legal Form and Character

By _____

Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____

Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Name:_____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$ _____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2015, for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect. This bond shall remain in effect for one (1) year after the PRINCIPAL has fully performed its obligations under the contract to which this Bond relates.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____ day of _____, 2015

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

CITY OF NEWTON

SENIORS SERVICES

SPECIFICATIONS – SENIOR TRANSPORTATION SERVICES

DESCRIPTION OF SERVICE:

The City intends to award one contract, as determined to be in the best interests of the City, to the bidder with the lowest total annual contract price, , to provide transportation to residents of Newton, 60 years of age or older, from their homes to medical and mental health appointments in the City of Newton and to designated Adult Day Health Facility sites within two (2) driving miles of city boundaries and to predetermined medical sites outside city boundaries; as well as, from their homes to designated grocery shopping sites; as well as, from their homes to and from the Newton Senior Center, 345 Walnut Street, Newtonville; as well as, to houses of worship within the city; as well as, long-term care facilities within the city;, as well as, to city owned buildings and sponsored events/meetings/programs; as well as to all village centers and other business centers as defined by the Department of Senior Services

1. **Medical Appointment (inside and outside the city limits)** service operates on weekdays, Monday through Friday, excluding legal holidays from 8:00 a.m. - 5:00 p.m. **This service also provides transportation to Adult Day Health Facilities that are within two (2) driving miles of city boundaries (there are currently 6 sites).**
2. **Grocery Store** service shall be provided to and from seniors' homes to grocery shopping sites including food pantries and farmer's markets within the City of Newton Monday-Friday 8:00-5:00 excluding legal holidays
3. **Senior Center service** shall be available five days per week, Monday through Friday excluding legal holidays and days the Newton Senior Center is closed. The center operates Monday thru Friday 8:30 a.m. to 4:00 p.m. .
4. **Long-Term Care and Hospital Visits:** This service shall provide transportation from Senior's homes to long-term care facilities and hospitals within the City of Newton for the purpose of visiting a relative or a friend. The service shall operate five days/week between the hours of 8:00 a.m.-5:00 p.m.
5. **House of Worship Service:** This service shall provide transportation from senior's homes to houses of worship, any day of the week at any time, within the City of Newton for the purpose of religious observation.
6. **Handicapped-Accessible Vehicle.** As seniors needing all these services may include persons with disabilities, the bidder must have available and be prepared to dispatch a handicapped-accessible vehicle as needed.
7. **City owned buildings and sponsored events/programs/meetings:** this service will provide transportation to pre-approved (by the Director of the Department of Senior Services) city sponsored events in the City of Newton. any day of the week and any time of the day .
8. **Village Centers and other approved business centers** including but limited to Needham St businesses Monday –Friday 8:00-5:00.

QUALIFICATIONS:

1. The Bidder ("Contractor") must demonstrate a minimum of one year of successful experience in the provision of transportation of senior citizens.
2. The Bidder must provide a minimum of three positive references from municipal, state, or non-profit agencies demonstrating successful delivery of senior transportation services, these references should reflect the bidder's ability to provide services that are sensitive to the transportation specific needs of elders: assisting from home to vehicle, from vehicle to destination, or assistance with bundles.

INSTRUCTIONS FOR BIDDERS AND BIDDING FORMAT:

1. Each bid shall include a description of the primary vehicle(s) and back-up vehicle(s) to be used in the service, including handicapped accessible vehicles. This fleet description must demonstrate the bidder's ability to accommodate the above-described usage estimates. The bidder can use a variety of vehicle types to provide the services described above, the bidder should include a plan that describes how they propose to utilize their fleet to provide the services. Vehicle listing shall include make, model, year, and condition of all vehicles proposed for use in this contract.
2. For all items as listed on the bid form, bids shall be submitted on a per ride basis. **A ride shall be defined as a one-way trip for one person from one location to one other location.**
3. Bidders shall submit prices that will be held firm for each term of the contract, (See Term, below).
4. The City expressly reserves the right to contract separately or use its own employees and volunteers to perform handicap accessible transportation service, as needed.
5. The number of rides provided as seen on the bid form are based on past ridership and are provided to the best of the City's abilities in order to offer some information to base bid comparisons upon. Any quantities indicated on the Bid Form or elsewhere in the project manual are estimates only and are given solely as a basis for the comparison of bids. The City does not, by implication or otherwise, guarantee them to be even approximately correct. The Contractor shall be paid on the actual requirements for the Unit Price per service. The City does not guarantee the quantities as they may increase or decrease upon actual requirements. Ridership is expected to vary from past ridership statistics.

AWARD OF CONTRACT:

1. Award will be made to the contractor deemed responsive, and responsible with the lowest total annual cost for all services.
2. The total cost of the proposed contract(s) shall be calculated by multiplying the unit cost per ride by the estimated number of rides (See Description of Services above) per year. The total per ride cost shall remain firm for the term of the contract including all options to extend.
3. The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
4. The City of Newton reserves the right to reject any or all bids, and to award the bid as may be determined to be in the best interests of the City.

TERM:

1. The initial contract term shall extend from **July 1, 2015 through June 30, 2016** subject to appropriation. The City shall have the option to renew the contract for two (2) additional terms of one year terms, the last term ending June 30, 2018, with no change to the contract price and terms and conditions. The City shall retain sole discretion in the exercise of each option to renew. It is understood that in the event the term of this contract or any renewal option exercised extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

REQUIREMENTS OF THE CONTRACTOR:

1. **The Contractor shall guarantee transportation to all eligible persons who request rides at least three business days in advance for grocery, medical appointments, houses of worship, long-term care facility, City of Newton owned buildings and sponsored events and Village Centers and Needham St. or by 4:00 p.m. the day before travel for Senior Center Service.** Clients who request transportation with less than the required advance notice should be accommodated to the extent that vehicles are available.
2. For the **Medical Appointment Service** riders may be picked up as early as 8:00 a.m. for medical appointments beginning as early as 8:15 a.m. Return trips from appointments should be available until 4:30 p.m. for return home by 5:00p.m. For the **Grocery Store Service** riders may be picked up no earlier than 8 a.m. and return home no later than 5:00 p.m. For the **Senior Center Service** riders may be picked up no earlier than 8:15 and leave the center no later than 4:00 p.m. For City sponsored events and House of worship services riders can travel any day of the week at any time.
3. For the **Grocery Store Service, the Contractor shall require drivers to assist each shopper with up to four (4) bundles of groceries by bringing bundles to each shopper's home or apartment door.**
4. The Contractor shall normally pick up passengers no earlier than twenty (20) minutes before, nor later than twenty (20) minutes after a passenger's scheduled pick-up time. The service may be provided on a "shared ride" basis provided that every rider must be delivered on schedule to his or her destination and within thirty (30) minutes after pick-up.
5. The Contractor shall provide a local or toll-free telephone number which eligible riders and staff of the Department may call for reservations and information during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Reservations shall be made promptly and courteously.
6. All complaints concerning the telephone staff conduct or concerning driver conduct shall be promptly investigated by the Contractor and a written report made to the City within three days of the date of the complaint.
7. At the time of pick-up for each scheduled ride, all riders shall present a valid transportation voucher, which has been issued by the Department of Senior Services. The Contractor shall collect these vouchers and return the same to the Department as directed by the Director. The term "Director" as used herein shall mean the Director of Senior Services and/or his/her designee. The term "Department" as used herein shall mean the Department of Senior Services. A ride may be provided, to a rider that does not have a voucher to present, **after prior authorization from the Director.**
8. **Service Cancellation:** If the service must be canceled because of inclement weather or other reasons which prevent vehicles from performing the Service, the Contractor shall notify the Director no later than 8:00 a.m. on the day of such cancellation and there shall be no charge for transportation on that day. The Contractor shall notify all scheduled riders of such cancellation. In the event of a cancellation of service due to inclement weather, or for any other reason, the Contractor shall provide this service on another day as designated by the Director. In the event that the senior center is closed due to weather conditions, program changes, or emergency situations, the Department shall notify the Contractor in advance, or as soon as possible, and the transportation to that site shall be canceled at no charge to the Department. If, on any day, the entire service is canceled for any of the above reasons, there shall be no charge for transportation on that day.
9. Bidders must submit, at time of bid submission, a vehicle listing for all vehicles to be used in this contract. that would reflect and verify their ability to meet the peak demand as expressed in this bid package. The listing shall include the make, model, year and condition of all vehicles.

REPORTS TO THE CITY:

The Contractor shall prepare and maintain the following reports on a monthly basis and retain records of all such reports throughout the contract term:

1. **Monthly Report:** The Contractor shall provide the Director with a statistical report for each month of service during the contract term, **which shall include, at minimum, for each separate service: the number of one-way rides provided, the number of passengers served during the month, the number of passengers for whom handicapped accessible service was provided, and the number of new passengers served during the month.** These reports shall be due within 7 days after the end of each month. The Contractor shall provide an annual report to the Director within 7 days after the end of each term in a format approved by the Director.

2. Passenger Log: The Contractor shall prepare and maintain a monthly passenger log for each month of service during the contract term which shall include the names of all passengers, their addresses, the dates they were served, and their destinations. See Attachment A for eligible destinations.
3. The Contractor may choose to combine these two reports and submit with the monthly invoice within the same time frame listed above.

ADMINISTRATION OF CONTRACT:

The Director shall serve as the City's agent for administration of the Contract and shall act as the representative of the City concerning contract performance. Any notice or instruction required or permitted to be given by the City to the Contractor under the Contract shall be deemed effective if given by the Director or his/her designee. Any notice required to be given by the Contractor to the City shall be effective if given to the Purchasing Agent, with a copy to the Director. The Director shall also serve as the City's liaison for coordination of senior transportation services provided under this Contract.

DRIVER QUALIFICATIONS AND RESPONSIBILITIES:

1. All drivers shall be properly licensed to operate the required vehicles and transport elderly passengers, shall be familiar with Newton and its street system, and shall be sensitive to the needs of elderly passengers. The Contractor shall require that drivers to: assist elderly users from the door of their home to the door of the vehicle, enter and exit the vehicle, assist elders with shopping bags, and with stairs, as necessary.
2. The contractor shall certify that drivers have successfully passed a C.O.R.I. check and shall make available copies of C.O.R.I. documentation upon request of the City
3. All drivers operating this service shall be trained and have current certification in the provision of Cardiac Pulmonary Resuscitation ("CPR") and first aid.
4. The Contractor shall promptly investigate complaints concerning driver conduct and shall provide a written report to the City within three days of the date of the complaint. The Contractor shall provide sensitivity training for its employees upon request of the Director.
5. Upon request of the Director, the Contractor shall remove any driver from this service whose conduct is unacceptable.

VEHICLE REQUIREMENTS:

1. The Contractor shall provide a sufficient number of vehicles in order to provide service to all eligible riders as requested by the City.
2. The Contractor shall, at all times, comply with all laws of the Commonwealth of Massachusetts, all ordinances of the City of Newton, and all regulations applicable to carriers engaged in the class of transportation required in this service.
3. All vehicles shall be inspected and approved in compliance with the laws of the Commonwealth of Massachusetts. The Contractor shall provide confirmation to the City of each Registry inspection.
4. The Contractor shall provide a complete description, **at time of bid**, of all the vehicles and associated equipment being used for this service and shall maintain all vehicles used in a first class state of repair and safe operating condition at all times. All doors and windows must operate properly, and springs and shocks must be in good repair. The Director reserves the right to inspect any vehicle used in the service. The City reserves the right to reject the use of a vehicle deemed unsuitable according to requirements of these Specifications.
5. The Contractor shall provide elder-friendly vehicles for general service usable by elderly riders, which shall include, at a minimum, low entry access not to exceed 8 inches. In addition, the Contractor shall have available and provide as needed vehicles designed for use by elderly persons with disabilities, including wheelchair accessible vehicles.
6. Each vehicle shall be equipped with a functioning two-way radio or other two-way communications device, and functioning heating and air conditioning systems.

7. In the event of the failure of a primary vehicle to provide service, the Contractor shall, within fifteen minutes, provide a BACK UP VEHICLE acceptable to the City and consistent with stated Vehicle Requirements.
8. In the event of any delay in service of more than twenty minutes, for whatever reason, the Contractor shall immediately notify the Director and all scheduled riders concerning the anticipated length of the delay.
9. All vehicle surfaces, interior and exterior, shall be kept in a clean, safe, and unobstructed fashion.

INDEMNIFICATION AND INSURANCE:

1. The Contractor acknowledges and agrees that it shall be responsible as an INDEPENDENT CONTRACTOR for all operations under this Contract and for all the acts of its employees and agents hereunder. The Contractor shall indemnify, hold harmless and defend the City of Newton, its officers, employees and agents from and against any and all loss, damage, cost, charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Contractor or any of its agents or employees and shall pay promptly on demand all such costs and expenses of the investigation and defense thereof, including attorney fees and expenses. This indemnification shall not be limited by a limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor under the Workers' Compensation Act, Disability Benefits Act or other employee act.
2. Prior to providing service pursuant to the contract, the Contractor shall file a Certificate of Insurance with the Purchasing Department, evidencing coverage in the types and amounts as stated in paragraph 3 of this Section, and which shall include a description, by make and year, of each vehicle insured, together with the corresponding Vehicle Identification Number ("VIN").
3. The contractor shall maintain in full force and effect throughout the term of this contract a policy of comprehensive general liability insurance covering against personal injury in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and property damage in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate. The contractor shall also provide a motor vehicle liability policy of insurance which provides indemnity, protection, or security for bodily injury or death in the amount of no less than \$2,000,000 on account of any one accident resulting in injury or death of more than one person and property damage insurance in the amount of \$500,000 for each vehicle used in this transportation. The Contractor shall not commence the work until proof of compliance with this paragraph has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth indicating that all required coverage is in force. The City of Newton shall be named as an additional insured on the Contractor's Liability and Automobile Insurance Policies. In addition the Contractor shall provide evidence of Worker's Compensation Insurance in the forms and limits required under M.G.L. c. 149, s.34 and c.152 as amended.
4. The Contractor shall use no vehicle for this transportation service unless insured and inspected as herein provided. The termination of the insurance during the term of the contract shall be a breach thereof and shall result in immediate termination of the contract.

ACCIDENTS:

The Contractor shall call the Newton Police (or the local police department of location of accident) immediately upon an accident involving a vehicle used pursuant to the contract. A complete written report of each such accident shall be submitted by the Contractor in writing within 24 hours to the Director, the City of Newton Health and Safety Officer located in the Department of Human Resources and, where applicable, to the Newton Police Department (or the local police department of location of accident). The Contractor shall cooperate fully with the Director and all City officials involved in the investigation of any such accident.

CHARGES FOR THE SERVICE:

1. The Contractor shall charge the City on a per-ride basis. A ride shall be defined as a one-way trip for one person.
2. The Contractor shall submit monthly invoices to the Director or his/her designee which shall include full documentation for each ride provided (i.e., the passenger log and the statistical report) for the month invoiced. In addition, the Contractor shall transmit a copy of the passenger log, statistical report and collected transportation vouchers (in the instance a rider does not have a voucher to present a signed slip shall be submitted to indicate the ride was provided) to the Director at the same time.

3. The Contractor shall be paid within 60 days of receipt, verification, and acceptance of the monthly invoice, or as soon as possible thereafter. The balance due as stated on the Contractor's monthly invoice shall be verified by the Director. The Director reserves the right to make a deduction from each monthly invoice for work not performed or work not performed in accordance with contract specifications, as determined by said Director.

TERMINATION:

The City shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the Contractor. In addition, the City shall have the right to terminate this Agreement without such notice for cause, including but not limited to, unsatisfactory performance of the Contractor.

END OF SECTION

ATTACHMENT A - DESTINATIONS

Transportation will be offered Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. with the exception of special and/or City of Newton sponsored programs/meetings/events which riders can travel any time of day and day of the week the program is being offered. House of Worship transportation is also provided any day of the week at any time.

Allowable Destinations

- Grocery shopping to any of the Newton markets; including farmer's markets and food pantries (4 in Newton)
- Library
- City Hall
- The Senior Center and other senior services sponsored events not held at the senior center
- Houses of worship within Newton for religious services only
- Long term care facilities within Newton to visit a loved one/friends
- Medical appointments within Newton; including mental health appointments
- Medical appointments outside of Newton at the following places:
 - Wellesley: anywhere on Walnut Street, 1 Washington Street, 173, 195, and 230 Worcester Street
 - Chestnut Hill: 830, 850, and 1244 Boylston Street
 - Faulkner Hospital and St. Elizabeth's Hospital

The Veteran's Administration (VA) Hospitals: 150 S. Huntington Avenue Boston, MA 02130 and 1400 VFW Parkway West Roxbury, MA 02132

- Village and other Business Centers within the following addresses:

- Auburndale:** 2040 Commonwealth Ave - 2122 Commonwealth Ave, 422 Lexington St - 427 Lexington St, 271 Auburn St - 349 Auburn St
- Chestnut Hill:** 280 Boylston St - 1184 Boylston St, 525 Hammond St - 615 Hammond St (includes Post Office on corner of Middlesex Road)
- Newton Centre:** 821 Centre St - 1148 Centre St, 10 Langley Rd - 82 Langley Rd, 714 Beacon St - 847 Beacon St, 10 Union St - 43 Union St
- Newton Corner:** 257 Centre St - 447 Centre St, 275 Washington St - 399 Washington St
- Newton Highlands:** 1149 Walnut St - 1203 Walnut St, 1 Lincoln St - 63 Lincoln St
- Newton Lower Falls:** 2000 Washington St - 2366 Washington St
- Newton Upper Falls:** 1185 Chestnut St - 1225 Chestnut St
- Newtonville:** 241 Walnut St - 345 Walnut St, 743 Washington St - 897 Washington St
- Nonantum:** 291 Watertown St - 420 Watertown St
- Oak Hill:** 663 Saw Mill Brook Parkway - 675 Saw Mill Brook Parkway
- Thompsonville:** 386 Langley Road - Route 9
- Waban:** 1625 Beacon St - 1651 Beacon St, 4 Windsor St - 10 Windsor St, 69 Wyman St - 87 Wyman St
- West Newton:** 1239 Washington St - 1391 Washington St

All addresses on **Needham St**